

AGENDA ITEM # C15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Florida Keys AqueductEffective Date: Upon Approval

Authority (FKAA)

Expiration Date: March 14, 2020Contract Purpose/Description: Amendment to Lease Agreement to lease an additional 2,438 square feet for a proposed office/support facility and for parking for employees and/or contractors of the Little Venice Waste Water Treatment PlantContract Manager: James "Reggie" Paros6002/6060Marathon Airport

(Name)

(Ext.)

(Department)

for BOCC meeting on July 14, 2004Agenda Deadline: June 29, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$+2,291.72(Rev) Current Year Portion: \$2,291.72 (Rev)Budgeted? Yes ☐ No ☐

Account Codes: - - - - -

Grant: \$ _____

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr

For: _____

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/24/04</u>
Risk Management	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Guntens</u>	<u>6/24/04</u>
O.M.B./Purchasing	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/24/04</u>
County Attorney	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/24/04</u>

Comments: _____

AMENDMENT TO LEASE AGREEMENT

FLORIDA KEYS AQUEDUCT AUTHORITY

THIS AMENDMENT is made and entered into this _____ day of _____, 2004, by and between Monroe County, hereafter County, and Florida Keys Aqueduct Authority, hereafter FKAA.

WHEREAS, on the 15th day of March, 2000, the parties entered into a 20 year lease (the original lease) to lease premises at the Marathon Airport for the purpose of constructing, operating and maintaining a waste water treatment facility; and

WHEREAS, the FKAA desires that the County lease the FKAA an additional parcel of land at the Marathon Airport and the County is willing to lease such a parcel; and

WHEREAS, the parties desire to amend the original lease, now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

- 1) Monroe County proposes to lease to the FKAA additional area of 2,438 square feet at the southeast end of the airport adjacent to the FKAA's current leasehold, as depicted on Exhibit A-1, at the rate of 94 cents per square foot for an annual rent of \$2,291.72 for a proposed office/support facility which is to be provided by the FKAA and for automobile parking for employees and/or contractors of the Little Venice WWTP. Exhibit A-1 is attached to the agreement and made a part of it. The rate will be adjusted annually in accordance with Section 2 of the original lease.
- 2) FKAA is to install a 6-foot chain link fence with 1-foot barbed wire to surround the airport's existing rotating beacon, with two 3-foot pedestrian gates, one on the west side and the other on the north side. The fence will be at least 10-feet from the beacon's supporting tower on all sides.
- 3) FKAA is to relocate and install the airport's motorized gate (Gate 1) including all associated and/or related devices, mechanisms and hardware including the security card reader to a location on the present driveway just north of the FKAA leasehold and adjacent to the Mosquito Control District's aviation hangar. New 6-foot fencing with 1- foot barbed wire is to be installed behind that hangar's south entrance and from the driveway running easterly to the airport's existing eastern perimeter fence. "Gate 1" will be integrated into this new fence.

- 4) FKAA proposes to install a new motorized gate at the former location of the Airport's "Gate 1". FKAA must provide and keep open ingress and egress to the premises sufficient to allow for the passage of the Airport's vehicles, the Mosquito Control District's vehicles and any others designated by the Airport Manager. Furthermore, FKAA is to provide a means of opening this gate that is adequate to satisfy the needs of the Airport's personnel, those of the Mosquito Control District, and any others designated by the Airport Manager.
- 5) FKAA is to asphalt the driveway of "Gate 1" from U.S. Highway 1 to the existing asphalt driveway which is just north of the relocated Airport's "Gate 1".
- 6) FKAA is to ensure that the Little Venice WWTP's perimeter fence is 6-feet in height and equipped with 1-foot barbed wire in all areas where it adjoins with the Airport's property.
- 7) FKAA is responsible for obtaining all approvals and permits associated with the aforementioned and to bear the associated and or related costs of same.

All other provisions of the March 15, 2000 original lease, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Amendment to Lease Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

ATTEST:

By _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

FLORIDA KEYS AQUEDUCT AUTHORITY

By _____

Title _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

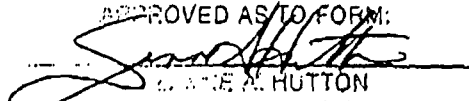

GENERAL HUTTON
COUNTY ATTORNEY
6/28/04

EXHIBIT A-1

MOSQUITO
CONTROL

LEASEHOLD
FRAP

NEWKAM DRIVEWAY
GATE 75' AP GATE

FKAA PROPOSED IN
ADD'L LEASEHOLD OF
2,438.99.01

BEACH

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on this 15th day of MARCH, 2000, by and between Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Key West, FL 33040, hereafter County, Lessor, or Owner, and the Florida Keys Aqueduct Authority, an independent special district, whose address is 1100 Kennedy Drive, Key West, FL 33040, hereafter FKAA, Lessee or Tenant. This agreement is entered into pursuant to Sec. 163.01, FS.

WITNESSETH:

IN CONSIDERATION of the mutual promises and benefits set forth below, the parties agree as follows:

1. a) The County leases to FKAA a parcel of land at the Florida Keys Marathon Airport as depicted on Exhibit A, hereafter the premises. Exhibit A is attached to this agreement and made a part of it. The County must also provide and keep open ingress and egress to the premises sufficient to allow for the passage of the FKAA vehicles, including trucks and construction equipment.

b) The County is fee simple owner of the premises and covenants and agrees that the FKAA shall have quiet enjoyment of the premises during the term of this lease except as is provided in paragraph 7.

2. The term of this lease is twenty (20) years, beginning on the date first written above. The annual rent for the premises is \$19,866.23 per year. (The rent amount is based on 91 cents per square foot multiplied by the premises 21,853 square feet.) The annual rent is due on the date the construction of the wastewater treatment facility authorized in subparagraph 3(b) begins and thereafter on the anniversary of that date for each year this lease remains in effect. If the FKAA does not begin construction of the facility within one year from the date first written above, then the first rental payment will be due one year from that date and then on the anniversary of that date for each year this lease remains in effect. Following the initial year of this lease, the annual rental sum will be

adjusted each year by a percent equal to the increase in the CPI for all urban consumers above that of the prior year. Alternatively, and in the discretion of the Monroe County Airport Director, following the initial year of this lease, the annual rental sum may be increased by the amount required by an updated rate and charges study prepared by a professional airport consultant and approved by the FAA.

3. a) The premises are leased to the FKAA for the purposes of constructing, operating and maintaining a waste water treatment facility. The facility must be constructed, operated and maintained according to all applicable DEP and EPA statutes and regulations.

b) The FKAA is authorized to construct a wastewater treatment facility at its expense, on the premises. The facility must be built in conformity with the applicable building codes, and DEP and EPA statutes and regulations. Before commencing construction the FKAA must obtain the development approvals and building permits that are required by the governmental entities having jurisdiction over the facility. When the facility is complete the FKAA must furnish the Monroe County Airport Director, in a form satisfactory to him, certification from a Florida licensed PE or architect that the facility was built in conformity with all applicable building codes, and DEP and EPA regulations.

c) The waste treatment facility will remain the property of the FKAA during the term of this lease and upon the termination of the lease the FKAA will quietly and peaceably deliver up the premises to the County, close down and remove the waste water treatment facility and restore the premises to their pre-lease condition.

d) During the term of this lease the FKAA is responsible for all maintenance and repairs to the facility. All maintenance and repairs must be of the same or better quality as the original work and conform to all applicable building codes, and DEP and EPA regulations.

4. The FKAA may terminate this lease before it would otherwise expire pursuant to paragraph 2 by giving the County 60 days written notice of such termination

5. a) During the term of this lease the FKAA must keep in force and effect the insurance described in Exhibit B. Exhibit B is attached to this Agreement and made a part of it.

b) The FKAA, to the extent authorized by Sec. 768.28, FS, covenants and agrees to indemnify and hold harmless the County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the use of the premises by the FKAA (including the construction of the facility) or any of its contractors, occasioned by the negligence, errors or other wrongful act or omission of the FKAA or its contractor(s), employees or agents. The FKAA must at its own expense immediately respond to, and correct and clean-up; spillage or other release of any effluent or toxic substances on the premises or on adjacent properties to the satisfaction of DEP and the EPA. The FKAA must indemnify and hold harmless the County from any claims resulting from any such spillage or other release of effluent or toxic substances without regard to whether the claims are asserted by the State of Florida, the United States or private persons. The obligation of indemnification is not vitiated by the insurance obligations contained in subparagraph 5(a) and Exhibit B.

6. The FKAA is responsible for telecommunications, electrical, sewer, water and solid waste collection service for the premises.

7. a) The tenant for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b) That in the event of breach of any of the above non-discrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

c) It shall be a condition of this lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which should interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

d) This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto and are subject to any ordinances,

rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Florida Keys Marathon Airport.

e) Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

8. This lease has been carefully reviewed by both the County and the FCAA. Therefore, this lease is not to be construed against either party on the basis of authorship.

9. This lease agreement represents the parties' final and mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This lease cannot be modified or replaced except by another signed lease or lease amendment.

10. A copy of the lease agreement must be filed with the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year

first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By

Jamelynn Hancock
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

Shirley Freeman
Mayor/Chairperson

ATTEST:

By

Jcfkaa-map

FLORIDA KEYS AQUEDUCT AUTHORITY

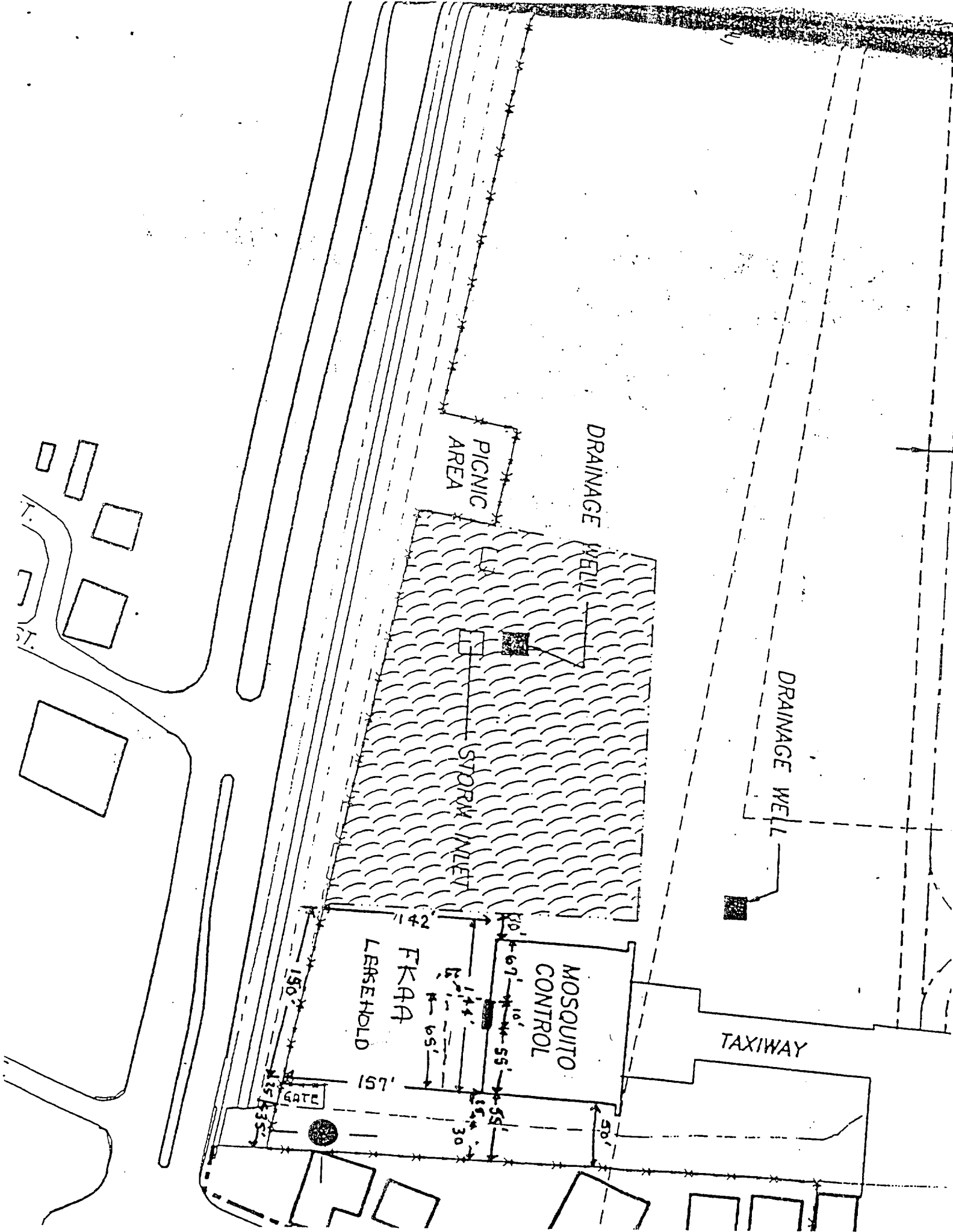
By

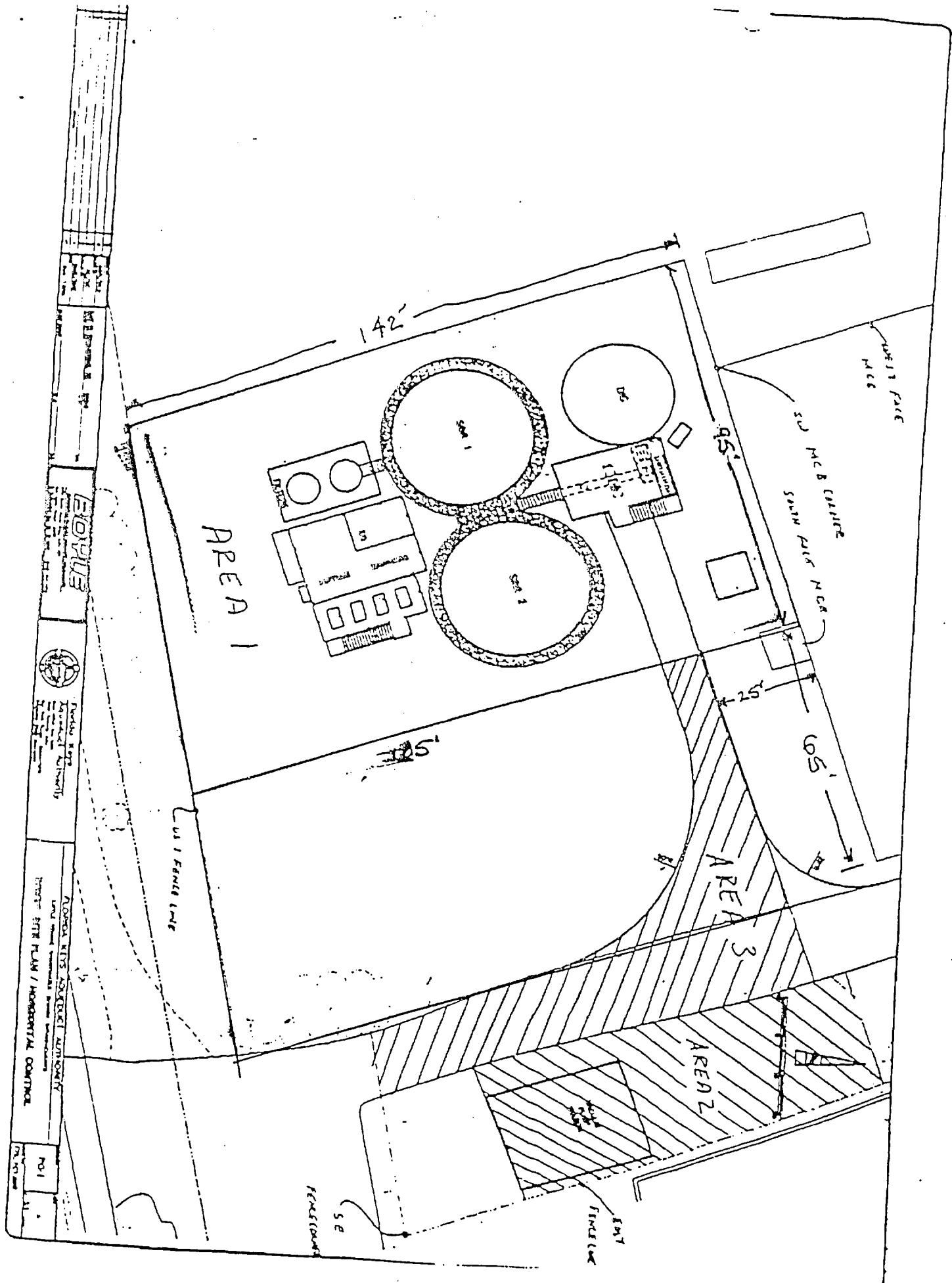
J. Roll Dean
Title Chairman/FKAA Board of Directors

Board Approved 3/22/00

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *Robert N. [Signature]*
ROBERT N. [Signature]
DATE 3-7-00

EXHIBIT 'A'





BOY'S



Boy Scouts of America
National Headquarters
111 North LaSalle Street
Chicago, Illinois 60602

ADULTS ONLY
Land and other resources from Boy Scouts
of America are used for the benefit of the community.
BOY SCOUTS OF AMERICA
111 North LaSalle Street
Chicago, Illinois 60602

POI

EXHIBIT 'B'

INSURANCE REQUIREMENT

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements
for
Airport/Aircraft Activities

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

MONROE COUNTY MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless
for Airport/Aircraft Activities

The Vendor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Vendor or any of its Contractors, occasioned by the negligence, errors, or other wrongful act or omission of the Vendor or its Contractor(s), their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

POLLUTION LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by the Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person

\$100,000 per Occurrence

\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.